c/o First City National Bank of Houston 1001 Fannin Street First City Tower, 3rd Floor Houston, Texas 77001

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE FILTO CO. S.C. REENVILLE 3 17 PH 'BH MORTGAGE OF REAL ESTATE

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WHEREAS, EARLINE C. SHABKIE AND JEAN M. SHABKIE

(hereinaster referred to as Mortgagor) is well and truly indebted unto F. WAYNE BALLENGER, AS ATTORNEY-IN-FACT FOR EVELYN H. BALLENGER

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

ACCORDING TO THE TERMS OF THAT CERTAIN PROMISSORY NOTE EXECUTED ON EVEN DATE HEREWITH,

with interest thereon from DATE

at the rate of 10----per centum per annum, to be paid: WITH

PRINCIPAL.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township, on the Western side of Rice Street (formerly Henrietta Avenue) in the City of Greenville, being LOT NO. 44 and the adjoining 10 feet of LOT NO. 45, as shown on plat of Property of G. F. Cammer, made by R. E. Dalton, in February 1923, as revised in July 1935 and December 1940, and recorded in Plat Book L at Page 115, and described as follows:

BEGINNING at a stake on the Western side of Rice Street, 219 feet South from Marietta Street, at corner of Lot No. 43, and running thence with the line of said lot, N. 66-43 W. 265.6 feet to a stake in line of Lot No. 3; thence with the line of Lot Nos. 3 and 2, S. 35-07 W. 84.6 feet to a stake; thence S. 66-43 E. 281.9 feet to a stake on Rice Street; thence with the Western side of Rice Street, W. 23-17 E. 83 feet to the beginning corner.

THE above described property is the same acquired by the Mortgagors by deed from Evelyn H. Ballenger dated November 19, 1984, to be recorded herewith.

THE obligation secured by this Mortgage may be prepaid in whole or in part at any time without penalty; in the event the Mortgagors should convey their interest in the property described herein to anyone other than each other, the obligation secured by this Mortgage shall become, at the option of the Mortgagee, immediately due and payable.

STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION TAX

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.